

SUBSTITUTE NO. 1 TO ORDINANCE NO. 12-067

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT WITH
ACCRINET CORPORATION.**

**Rev. #1
#3743**

Sponsor:

**Council
Member
Freel**

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, City Council may, by Ordinance, authorize contracts for the supply of property or the rendering of services for more than a period of one year; and

WHEREAS, the City desires to continue to obtain web-based services in order to expand the City's television station, WITN's, web presence, as well as to keep the station at the forefront of web-based innovations; and

WHEREAS, the City has negotiated an agreement with Accrinet Corporation ("Accrinet") to streamline WITN's web presence through the continued implementation of WITN's website onto an Accrinet managed server and utilization of Accrinet software, a copy of which, in substantial form, is attached hereto and incorporated by reference as Exhibit "A", and

WHEREAS, it is the recommendation of WITN's station manager that the City enter into an agreement with Accrinet for a term of three (3) years beginning on or about December 17, 2012, at a cost of \$195.00 per month, for an annual cost of \$2,340.00, and a total three-year cost of \$7,020.00.

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The agreement between the City and Accrinet Corporation, a copy of which is attached hereto as Exhibit "A", for a period of three (3) years beginning on or about December 17, 2012, is hereby approved, and the Mayor and the City Clerk are hereby

authorized and directed to execute as many copies of the agreement, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be effective upon its passage by City Council and approval of the Mayor.

First Reading.....October 18, 2012
Second Reading...October 18, 2012
Third Reading... November 15, 2012

Passed by City Council, Nov. 15, 2012

Norman D. Griffiths
President of City Council 11/15/12

ATTEST: Maribel Seijo
City Clerk

Approved as to form this 13th
day of November, 2012.

Mary P. Pichler
First Adj. City Solicitor

Approved this 14th day of Nov, 2012

J. M. Baker
Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into an agreement with Accrinet Corporation for WITN Channel 22 website services for a period of three (3) years beginning on or about December 17, 2012, at a cost of \$195.00 per month, for an annual cost of \$2,340.00 , and a total three-year cost of \$7,020.00.

Impact Statement

This is an agreement between the City of Wilmington and Accrinet Corporation for WITN Channel 22 website services for a period of three (3) years beginning on or about December 17, 2012, at a cost of \$195.00 per month, for an annual cost of \$2,340.00 , and a total three-year cost of \$7,020.00.



WITN 22 - The City of Wilmington Delaware
Extension Proposal
October 16, 2012

Project Overview:

WITN 22 - The City of Wilmington Delaware desires to extend the existing contract by three (3) years:

- Licensing of Accrisoft Freedom Web Management software
- Continuous upgrades to Accrisoft Freedom
- Use of dedicated support team
- Ongoing access of training resources
- Strategic Meetings with Accrinet Web Strategists
- Hosting of Website

Pricing is valid for thirty days from the date of this proposal

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Scope of Work – Please note that no additional functionality will be added within this scope unless noted in finalized copy. This is an extension of existing services provided by Accrinet.

Please note – one of the many important capabilities of Accrisoft Freedom is the ability to dynamically add and remove functionality. The below checked modules are designed to serve as a starting point but will often times change during the website creation process and throughout the life time of the website. These changes will be based upon strategic dialog and any/all changes of modules will always be mutually agreed upon and take into account your budget and strategies to get the maximum return on investment from your new website. For more detailed information about the Accrisoft Freedom™ Modules, visit www.accrisoft.com/modules/

Website Information

Website Address: <http://www.witn22.org/>
Requested Date: Three (3) Year Extension
Freedom License: ☒ Premium ☐ Professional ☐ Pro - Plus
Type of Work: ☒ Existing ☐ Redesign ☐ Migration
Type of Site: ☒ Custom ☐ Responsive

Design

Package: ☒ Custom ☐ 3rd Party
Includes: ☒ Home page ☒ Interior 1 ☒ Email 1
☐ Landing Page ☐ Interior 2 ☐ Email 2
Additional Designs: ☐ Tablet ☐ Mobile

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Domains

Unique Domains: 1

SSL Certificate: ☒ Shared / Standard ☐ Private / Premium (additional \$20/mo)

SSL Certificates are digital certificates that authenticate the identity of a Web site to visiting browsers and encrypt information for the server via Secure Sockets Layer (SSL) technology.

Content

Estimated # pages: Approx. 50-60

Content Migration: ☒ No Migration ☐ All Content

Special: ☐ 508 Compliance ☐ XML Integration

Search Engine: ☒ Freedom ☐ Google

Social Media Integration: ☐ Facebook ☐ LinkedIn ☐ Twitter

Google Integration

☒  Google Integration

Google Integration:	<input type="checkbox"/> Mail	<input type="checkbox"/> Maps	<input type="checkbox"/> Groups
	<input type="checkbox"/> Calendar	<input type="checkbox"/> Geocoding	<input checked="" type="checkbox"/> Analytics

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Forms Module

☒  Forms

Contact Us	<input checked="" type="checkbox"/> Predefined	<input type="checkbox"/> Custom	<input type="checkbox"/> 3 rd party integration
Donation	<input checked="" type="checkbox"/> Predefined	<input type="checkbox"/> Custom	<input type="checkbox"/> 3 rd party integration
Newsletter Sign-up	<input checked="" type="checkbox"/> Predefined	<input type="checkbox"/> Custom	<input type="checkbox"/> 3 rd party integration
Ask a Question Form	<input checked="" type="checkbox"/> Predefined	<input type="checkbox"/> Custom	<input type="checkbox"/> 3 rd party integration

Summary of expected custom forms:

The Accrisoft "Forms" Module is one of the most powerful tools in the Accrisoft system. It enables you to collect information from website visitors in a variety of ways. Typically, visitors complete forms to register for events, request additional information, sign up for a newsletter or email messages, or provide feedback on a particular topic.

With the Accrisoft Forms Wizard, creating forms couldn't be easier. Visitors can use them to quickly communicate information to you without having to send you an email. Forms can be formatted to allow users to enter text in text fields, choose items from lists, or select options and checkboxes. Some of the most commonly used forms include Contact Us forms, RSVP forms for events, customer satisfaction forms and employment applications.

Directories Module

☒  Custom Directories

Home Features	Type: <input checked="" type="checkbox"/> Predefined <input type="checkbox"/> Custom Data Import: <input checked="" type="checkbox"/> Client <input type="checkbox"/> Accrinet
Videos	Type: Custom Data Import: Client
TV Schedule	Type: Custom Data Import: Client
Program Profile	Type: Custom Data Import: Client

Summary of expected custom directories:

The Directories module(s) are special modules that are designed to display large groups of items in a single location that can be searched or filtered. Common types of directories include company directories, product catalogs, staff directories, member directories and dining guides.

Directories can be configured many different ways. The information entered for an item is

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defined in these configuration settings as well as the search criteria, filter criteria and the look and format of the information on the website.

Reports Module

☐  Reports

Sales by Month	<input type="checkbox"/> Predefined	<input type="checkbox"/> Custom	<input type="checkbox"/> Automated export
Executive Summary	<input type="checkbox"/> Predefined	<input type="checkbox"/> Custom	<input type="checkbox"/> Automated export

Summary of expected custom reports:

The Reports Module allows users to view and publish reports that can be specially configured for each individual website. This lets you track many different types of information on your website. Reports can be published in a variety of formats, including XML, HTML, CSV, LSV and XLS. Reports can be published using a variety of distribution methods, including a downloadable file, ftp, email or on the website.

Syndication Module

☐  Syndication

External / Internal	<input type="checkbox"/> Predefined	<input type="checkbox"/> Custom	<input type="checkbox"/> Mobile
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Summary of expected functionality:

The Syndication Module lets you import and publish syndicated content to and from other sites. When you import syndicated content, you can import content from another Accrisoft Freedom website or an XML feed and include that content in a specific module. Once the content is imported, it appears as if the content were entered directly into the website as if it were any other content.

The Syndication Module allows you to host news or information from other sites. Note that syndicated content is different from news feeds in that syndicated content becomes content on the website, not simply a link to the source site.

Using Syndication, the mobile version of the website will display the same information as the standard website without the need of dual entry.

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Commerce Module

☐  E-Commerce

Existing Commerce:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Estimated # Items:	N/A	Estimate Monthly \$:	N/A
Freedom Integration:	<input type="checkbox"/> Shopping Cart	<input type="checkbox"/> Forms	<input type="checkbox"/> Events
Product Types:	<input type="checkbox"/> Physical items	<input type="checkbox"/> Tickets	<input type="checkbox"/> Donations
			<input type="checkbox"/> Membership
Payments:	<input type="checkbox"/> Automated	<input type="checkbox"/> Manual	
Payment Gateway:	<input type="checkbox"/> Authorize.net	<input type="checkbox"/> Merchant Partners	<input type="checkbox"/> Innovative Gateway
	<input type="checkbox"/> PayPal Standard	<input type="checkbox"/> PayPal Pro	<input type="checkbox"/> PayPal Link
			<input type="checkbox"/> Custom (\$5,000)

Summary of expected functionality:

Accrinet can provide the ability to accept online paid registrations, payment transactions and donations.

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Membership (Restricted Access)

☒ Membership - Basic

Restricted Access: ☐ Yes ☐ No

Summary of expected functionality:

Provide access control - Create areas of restricted content on a website, or provide members with the ability to login and access members-only content.

Membership Management (My Account Profiles, Online Directory, Public Profiles & Registrations & Tracking)

☐ Membership Management - Premium

MyAccount Profiles: ☐ Yes ☐ No

Directory Listing: ☐ Yes ☐ No

Events Registration: ☐ Yes ☐ No

Summary of expected functionality:

Membership Level 1 plus:

- Create personalized profiles - Customize profiles with unlimited fields, such as communication preferences, areas of interest, and contact information
 - Choose from four levels of access, including public, members-only, private, and administrator only
 - Search, sort, filter, and tag any field
 - Allow members to update their own information
 - Automatically renew and expire accounts
 - Establish two-level hierarchy
- Create and manage groups - Allow administrators to create and manage groups, such as committees and networks
- Registrations - members can register for events
- Track user activity - Directory, Email Marketing, Commerce click-throughs, view votes, comments, forum posts, form submissions, and event participation

Membership Management (Online Billing & Invoicing)

☐ Membership Management - Deluxe

E-Commerce: ☐ Payments ☐ Renewals

Data Import: ☐ Custom DB ☐ TXT/XLS/CSV ☐ Manual Entry

3rd Party Integration: ☐ None ☐ Inline-frame ☐ SBA
☐ External Link ☐ Other

Synchronization: ☐ Standalone ☐ One-way ☐ Two-way

Summary of expected functionality:









Membership Level 2 plus

- Bill, receive, and edit one-time or recurring payments
- Allow members to make quick, easy online payments



















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Starter Modules

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/>  Web Pages | <input checked="" type="checkbox"/>  Menus | <input checked="" type="checkbox"/>  Events | <input checked="" type="checkbox"/>  Security |
| <input checked="" type="checkbox"/>  File Manager | <input checked="" type="checkbox"/>  News Articles | <input checked="" type="checkbox"/>  Forms | <input checked="" type="checkbox"/>  Home |

Standard Modules

- | | | | |
|--|--|--|---|
| <input type="checkbox"/>  Hit Counter | <input type="checkbox"/>  Podcast | <input type="checkbox"/>  News Feeds | <input type="checkbox"/>  Google |
| <input checked="" type="checkbox"/>  Blog | <input type="checkbox"/>  Polls | <input type="checkbox"/>  Photo Album | <input type="checkbox"/>  Jobs |
| <input type="checkbox"/>  Stocks | <input checked="" type="checkbox"/>  FAQ's | <input type="checkbox"/>  Surveys | <input type="checkbox"/>  Wiki |
| <input type="checkbox"/>  Weather | <input checked="" type="checkbox"/>  Tools | <input checked="" type="checkbox"/>  Statistics | <input checked="" type="checkbox"/>  Email Marketing |
| <input type="checkbox"/>  Configuration | <input checked="" type="checkbox"/>  Banner Ads | | |

Specialty Modules

- | | | | |
|--|--|--|---|
| <input type="checkbox"/>  C2ER | <input type="checkbox"/>  Syndication | <input type="checkbox"/>  Forum | <input type="checkbox"/>  Proposals |
| <input type="checkbox"/>  Reports | <input type="checkbox"/>  Trouble Tickets | <input checked="" type="checkbox"/>  Membership | <input type="checkbox"/>  Sales |
| <input type="checkbox"/>  Affiliates | <input type="checkbox"/>  Billing | <input type="checkbox"/>  Payments | <input type="checkbox"/>  Workflow |
| <input type="checkbox"/>  Fulfillment | <input type="checkbox"/>  E-Commerce | <input type="checkbox"/>  Projects | <input type="checkbox"/>  QuickBooks |
| <input type="checkbox"/>  Social | <input checked="" type="checkbox"/>  Custom Directories | <input type="checkbox"/>  Donations | |

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Pricing:

Accrinet Corporation is pleased to make a special offering of an Accrisoft Freedom™ empowered website to WITN 22 - The City of Wilmington Delaware. Pricing is valid for thirty days from the date of this proposal. The total price includes:

Three (3) Year Extension:

\$7,020

Monthly recurring fees include the following:

- Licensing of Accrisoft Freedom Web Management software
- Continuous upgrades to Accrisoft Freedom
- Use of dedicated support team
- Ongoing access of training resources
- Strategic Meetings with Accrinet Web Strategists
- Hosting of Website
 - Web hosting includes:
 - o **VPS Pro:** Virtual private server with 40 gigabytes of disk space
 - o (1) Domain Registration and/or redirect service
 - o (1) Shared / Standard SSL Secure Certificate per URL

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Additional Services Upon Request – Pricing Valid for 30 Days

If additional services are requested, a more detailed scope of work will be provided.

Redesign**\$5,835**

Accrinet will provide a custom redesign of site that is specifically tailored to the requirements of WITN 22.

- a. An Accrinet redesign will involve design meetings with Accrinet's creative & design Teams to clearly define such things as current branding guide, organizational color palate, finding "Northern-Star" or example websites, etc.
- b. Through this design definition & consultation iteration process, Accrinet will implement a custom design.
- c. The redesign includes changes to both the Home Page and Default (Interior) page.
- d. WITN 22 will be responsible for the development of any new content
 - i. Accrinet will create a style guide for content
 1. All current content and functionality will be carried over to new site.

Predefined Redesign**\$4,335**

Accrinet will provide a predefined redesign that is chosen from a selected group of Accrinet provided templates.

Items that can be changed:

- Color scheme
- Fonts
- Logo
- Images
- Types of Listers
- Navigation

Commerce Configuration

Commerce Module Configuration (automated)

\$1,555**Responsive Design/Mobile Component****+\$TBD on design chosen**

- Accrinet website developers and designers will convert a newly redesigned site to responsive web design

Tablet / Smart Phone Design

- i. Accrinet will design and deliver a Tablet / Smart Phone accessible version of the site
 1. This will include a home and interior layout for both the tablet and smart phone versions.
 - a. These responsive web design layouts will only be applied to Accrisoft Freedom pages.

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Payments:

The three (3) year's contract extension (\$7,020) is ~~due at signing~~ payable as stated below.
Additional Services can be circled in proposal and written in below:

INITIAL:

Monthly Software Licensing & Hosting fees (\$585/quarterly) shall be paid in advance via credit card number kept on file or paid quarterly in advance via invoice. Please overnight a signed copy of the agreement and payments to our corporate office. All checks should be made payable to:

Accrinet Corporation
PO Box 100514
Dept 203097
Fort Lauderdale, FL 33310-3097

Notices

Notices may be sent by email, fax, mail, delivery or any other means to the addresses in this Agreement, or any other address at which a party receives communications regarding its contracts. Notices are made when received. Software upgrade terms and conditions are subject to change with 30 days notice.

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Terms and Conditions:

In addition to all other terms herein, we both agree to the following:

- The term of this agreement is 36 months from the date of contract signature, and shall ~~automatically renew for a period of 12 months unless either party gives written notice of cancellation within thirty (30) days of the conclusion of the first term.~~
- Customer is responsible for the production, licensing, and acquisition of photos and images in the Accrinet specified format and dimensions.
- Customer is responsible for all content development for the website.
- Customer is responsible for migrating and populating content to the website.
- Monthly prorated billing begins the date of contract signature to cover startup services including server provisioning, site design, licensing, and user training prior to site launch.
- License fees and acquisition costs for purchasing stock photography is not included in the proposal price. Costs to be approved by client prior to expenditure.
- Accrinet reserves the right to place a small well designed logo at the bottom of each web page, a web page credits and links to Accrinet and Accrisoft showing our assistance in the creation of the website.
- The Accrisoft End User License ("EULA") is provided as a "click through license agreement" with Accrisoft Corporation when activating the website, and it is also incorporated herein by this reference. The license can be viewed at www.accrinet.com/eula. Provisions in the EULA that address issues applicable to transactions with an Accrisoft Reseller will apply with Accrinet being deemed the Reseller. We expressly acknowledge that the "Customer Support" section of this Agreement provides Customer with its support services from Accrinet.
Accrinet warrants that its services will be substantially as described herein, and will be provided in a professional manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN ACCRINET PROVIDES YOU WITH NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- In lieu of all other remedies available to you at law or in equity for any claim related to this Agreement: (i) in the event Accrinet fails to provide the web development services agreed to hereunder or it fails to complete the project as provided herein, then it will promptly correct such deficiencies so long as the deficiency is asserted by you by written notice to Accrinet within seven days of the date the service was provided, or was to be provided, and if we fail to promptly correct the deficiency you may terminate this Agreement and we will refund the amounts that were previously paid to us; (ii) if hosting services are not provided as agreed to hereunder, Accrinet will prorate hosting service fees for down time of more than one (1) business day or eight (8) total hours, other than site shutdowns; if down time in a single month exceeds three (3) days, or twenty-four (24) total hours monthly, fees for that month shall be waived; and (iii) in the event that a Customer chosen domain name is unavailable, Customer may choose other names in writing and Accrinet will use reasonable efforts to register those names for Customer, subject to Customer's payment of additional domain name registration fees; Accrinet shall choose the registering agency for domain names within its sole discretion. Accrinet is not liable to you for any consequential, special, incidental or other indirect damages of any nature, including no punitive damages, lost profits, damages based upon strict or absolute liability in tort, damages for lost data, spamming, viruses, interrupted transmissions, or unauthorized access to the Accrisoft Products, regardless of whether Accrisoft has been informed of the possibility of such damages.
- Accrinet's ongoing support is limited to supporting issues that are occurring on only "up-to-date" browsers. A browser is considered "out-of-date" if it is not one of the 2 most recent versions of each browser.

- Attached hereto is a copy of the City of Wilmington General Terms & Conditions which shall be incorporated into and become an integral part of this Agreement as

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Exhibit "A".

Appendix A – Project Milestones

Below is an outline of an example website creation process and estimated time frames not included in this scope of work unless noted in finalized copy. The average time to launch an Accrisoft Freedom Website is approximately 90 days. This time could significantly vary based upon the priority and level of responsiveness that WITN 22 - The City of Wilmington Delaware puts toward the launch of the website. Accrinet's top priority is to launch your new Accrisoft Freedom website at the pace and date you select.

	Major Milestones	Description	Estimated Time
Define	Kick-off Meeting	Conference call detailing the project process and exchange of contact information	Within One week from signed contract
	Content Meeting	Conference call reviewing content inventory and sitemap provided by client	Within One week after kick off meeting to give client time to collect information
Design	Design Meeting	Conference call scoping out design requirements based on sitemap, marketing goals and branding assets	Within Two weeks after Content Meeting
	Design Reviews	Conference call reviewing design prototype(s). Up to 5 design meetings to finalize the design.	Within One week from the Design Meeting to allow designer time to create prototype(s)
	Design Approval	Client submits approval of design	Within Four weeks from the first design review
Build out	Website Build out	Creating functional website based on approved design. All content that is to be integrated by Accrinet must be provided at this time	Within Four weeks from design approval
	Training	Introduction to Freedom online group training class	During build out
Deliver	Content Build out	Introduction to Freedom online group training class	Within Four weeks from design approval
	Quality Assurance	Site Peer Review	One week
	Go-Live	Site is launched	Two weeks

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Appendix B –References

Accrinet / Accrisoft References

Below you will find a list of few references for Accrinet / Accrisoft. Please contact **Jeff Kline** at (888) 965-3330 x333 if additional references are required:

American Chamber of Commerce Executives (ACCE)

Michael Fleming – President

(703) 998-0072

www.acce.org

Charlotte Chamber of Commerce

Libby Lewallen – Director, Information Technology Communications

(704) 378-1335

www.charlottechamber.com

The JCC Association

Robin Ballin – Sr. Vice President, Marketing & Communications

(212) 786-5112

www.discoverjcc.com

Nevada State Apartment Association

Michael Fazio – Executive Director

(702) 436-7662

www.nvsaa.org

Atlanta JCC (Marcus Jewish Community Center of Atlanta)

Rachel "Rocky" Silverberg – Marketing Electronic Production Specialist

(678) 812-4133

www.atlantaajcc.org

Morikami Museum

Kizzy Sanchez – Director of Marketing

(561) 495-0233 ext. 226

www.morikami.org

Charlotte JCC - Sandra and Leon Levine Jewish Community Center

Kelly Reed Keeling – Marketing Director

(704) 944-6868

www.charlottejcc.org

JCC of Houston

Renee Harris – Director of Marketing

(713) 729-3200

www.jcchouston.org

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define. design. deliver.

www.accrinet.com

Accrinet Website Agreement

When executed by both Customer and Accrinet, this Website Proposal and the documents attached hereto and those incorporated herein by reference form a single integrated contract.

Customer's name and current (billing) address is:

WITN 22 - The City of Wilmington Delaware
800 N French Street | Wilmington, DE, 19801

This Agreement may be executed in multiple counterparts. Faxed, scanned, emailed and copied executed counterparts are deemed originals for all purposes. Fax #: (888) 545-3330

In witness whereof, the undersigned have caused this Agreement to be executed by their duly authorized agents as of _____, the effective date of this Agreement

WITN 22 - The City of Wilmington Delaware

Accrinet Corporation:

By _____ By _____

Its _____ Its _____

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CITY OF WILMINGTON GENERAL TERMS & CONDITIONS

The City of Wilmington ("the City") and Accrinet Corporation ("the Consultant") agree as follows:

1. Insurance Coverage.

Consultant shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: workers' compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City. Consultant shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

2. Use of Subcontractors.

Consultant may not use any subconsultants or subcontractors to perform the services required under this Agreement without the approval of the City.

3. Discrimination.

In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4. Indemnification.

Consultant shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the negligent acts or omissions of Consultant, its employees, agents, subcontractors, or subconsultants in performing the services required under this Agreement.

5. Records.

Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

6. Reports and Information.

Consultant, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

EXHIBIT "A"

7. Business License.

Consultant shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. Taxes.

Consultant shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. Findings Confidential.

Any plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Consultant specifically for the City of Wilmington under this Agreement are confidential, and Consultant agrees that such documents shall not be made available to anyone, without the prior written approval of the City. No items that are the property of Consultant, or that are not specifically created for the City of Wilmington or that are in the public domain are included as confidential information under this Section.

10. Ownership of information.

Any drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Consultant specifically for the City of Wilmington under in connection with this Agreement shall become the exclusive property of the City. Consultant may keep copies of such documents for its records. No items that are the property of Consultant or that are not specifically created for the City of Wilmington or that are in the public domain will become the property of the City. Without limiting the foregoing, the City of Wilmington shall receive no interest whatsoever in Consultant's Freedom software that is licensed under this agreement.

11. Notices.

Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties as follows:

The City:

John Sheridan, City Solicitor

Louis L. Redding City/County Building

800 French Street

Wilmington, DE 19801

Consultant:

Rob Warren, Accrisoft Corporation

20283 State Road 7, Suite 400

Boca Raton, FL 33498

12. Independent Contractor.

Consultant (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. Oral Modifications.

This Agreement may not be changed orally, but only by an agreement in writing signed by both parties.

14. Successors and Assigns.

This Agreement, and all the terms and provisions hereof, shall be binding upon and shall insure to the benefit of the City and Consultant, and their respective legal representatives, successors, and assigns.

15. Conflict Between Provisions. To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern. The representation in Section 1.0 of Consultant's End User License that the City is a "business" is hereby deleted. Notwithstanding anything in the Consultant's revised website proposal to the contrary, payment is due within 10 days after the agreement is approved by ordinance and is executed by the Mayor or other authorized person.

16. Forum. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved exclusively by a court of competent jurisdiction located in New Castle County, Delaware.

17. Time is of the Essence. Time is of the essence of this Agreement.

18. Severability. The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law, so long as doing so does not vary the original intent of the parties."

19. Law. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be governed exclusively by Delaware law.